



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JODY JORGENSEN,

Plaintiff,

vs.

CONSECO LIFE INSURANCE COMPANY,
and LONNY DORMAN, d/b/a NATIONAL
HEALTH INSURANCE AGENCY,

Defendants.

Case No. 14-4555

PETITION

COMES NOW the above named Plaintiff, Jody Jorgensen, and for her causes of action against Defendants, Conseco Life Insurance Company ("Conseco") and Lonny Dorman, d/b/a National Health Insurance Agency ("Dorman"), alleges and states as follows:

1. Plaintiff, Jody Jorgensen, f/k/a Jolinda Harris, is the named beneficiary under Life Insurance Policy number, 2300036441 issued on July 14, 1994 by Defendant Conseco Life Insurance Company ("Conseco") to its insured, Brandon Harris.
2. Defendant Lonny Dorman d/b/a National Health Insurance Agency is the agent who sold the policy.
3. Life Insurance Policy number 2300036441 provides death benefits of \$100,000.00.
4. Brandon Harris died on February 7, 2013.
5. Plaintiff made claim to Defendant Conseco for payment of the life insurance death benefits and has otherwise complied with all conditions precedent to receiving policy benefits.
6. Defendant Conseco denied Plaintiff's claim on March 7, 2014, wrongfully asserting the policy lapsed on August 14, 2012.

7. Defendant Conseco has breached the insurance contract and the implied covenant of good faith and fair dealing, as a matter of standard business practice, in the following respects:

- a. failing and refusing to promptly pay benefits at a time when Defendant knew Plaintiff was entitled to those benefits;
- b. failing to properly investigate Plaintiff's claim;
- c. withholding payment of benefits to Plaintiff knowing that Plaintiff's claims for those benefits were valid;
- d. not attempting in good faith to effectuate a prompt, fair and equitable settlement of a claim when coverage is reasonably clear;
- e. forcing Plaintiff to retain counsel in order to secure benefits Conseco knew to be owing under the policy;
- f. intentionally misrepresenting the insurance coverage to Plaintiff;
- g. concocting frivolous defenses to coverage under the Policy in order to escape its responsibilities under the Policy
- h. acting in a manner inconsistent with universally recognized claim handling standards and Oklahoma law;


all in violation of the implied covenant of good faith and fair dealing and resulting in financial benefit to Defendant.

8. Defendant Dorman may have been grossly negligent in making unnecessary and/or unauthorized changes to the policy, affecting the accumulated values of the policy, and for failing to notify Plaintiff of any additional premium payments made necessary by such changes.

9. As the direct and proximate result of the wrongful acts and omissions of Defendants, Plaintiff has suffered harms and losses.

10. Defendants acts and omissions were willful and malicious or grossly reckless and wanton, entitling Plaintiff to an award of punitive damage.

WHEREFORE, Plaintiff demands judgment against Defendants, in an amount in excess of \$75,000.00 for compensatory damages and in an amount in excess of \$75,000.00 for punitive damages, plus interest, costs, attorney fees, and for any other relief the Court deems to be equitable and just.


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ATTORNEY'S LIEN CLAIMED